

TRANSPORTATION CORPORATION OF AMERICA
P.O. Box 218
Chicago Heights, Illinois 60411

April 6, 1978

Interstate Commerce Commission
12th & Constitution NW NO. 9315
Room 1227
Washington, D.C. APR 7 1978-2 20 PM

Attn: Mrs. Mildred Lee
INTERSTATE COMMERCE COMMISSION

Gentlemen:

Enclosed for recordation under the provisions of Section 20(c) of the Interstate Commerce Commission Act, as amended, are four signed copies of a "Lease Agreement No. 033078" dated as of the 30th day of March, 1978 between Transportation Corporation of America, as Lessor, and Mississippi and Skuna Valley Railroad Company, as Lessee. Said Lease Agreement relates to the following described units of railroad rolling stock:

25 - 100 ton 61 foot 1½ inch bulkhead flat cars
bearing railroad car numbers MSV 300 - MSV 324,
both inclusive.

The undersigned is Assistant Secretary of Transportation Corporation of America, the Lessor of subject equipment, and has knowledge of the matters set forth herein.

Also enclosed you will find a check payable to the order of the Interstate Commerce Commission in the amount of \$50.00 as a filing fee. Please return three fully stamped copies of subject document and evidence of recordation to the following:

John M. Hartigan
Carroll, Connelly, Hartigan & Hillery
One North LaSalle Street, Suite 3126
Chicago, Illinois 60602

In the event you have any question or wish to communicate with anyone concerning the above, please telephone the undersigned at 312/236-3575. Kindly call collect.

Sincerely,

TRANSPORTATION CORPORATION OF AMERICA
an Illinois corporation

By:

John M. Hartigan
Assistant Secretary

JMH:jf

cc: John B. Ogden
L.D. Wayt
Stanley D. Christianson
Chester Wright
Robert Dowdy

RECEIVED
APR 7 2 15 PM '78
CERTIFICATION UNIT

8-C971048
APR 7 1978
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CC Washington, D.C.

Interstate Commerce Commission
Washington, D.C. 20423

4/7/78

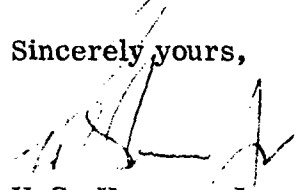
OFFICE OF THE SECRETARY

John M. Hartigan
Carroll, Connelly, Hartigan & Hillery
One North LaSalle Street, Suite 3126
Chicago, Illinois 60602

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 4/7/78 at 2:20pm ,
and assigned recordation number(s) 9315

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

APR 7 1978 - 2 20 PM

INTERSTATE COMMERCE COMMISSION

LEASE AGREEMENT NO. 033078

This Lease Agreement is made and entered into as of the 30th day of March, 1978 by and between TRANSPORTATION CORPORATION OF AMERICA, an Illinois corporation ("Lessor"), and MISSISSIPPI AND SKUNA VALLEY RAILROAD COMPANY, a Mississippi corporation ("Lessee").

Article 1 - Description of Leased Cars

1.1 Lessor agrees to furnish to Lessee and Lessee agrees to rent from Lessor the cars set forth in any lease schedule executed by the parties concurrently herewith or hereafter and made a part of this Agreement. The word "Schedule" as used herein includes the Schedule or Schedules executed herewith and any additional Schedules and amendments thereto, each of which when signed by both parties shall be a part of this Agreement. The scheduled items of equipment are hereinafter called collectively the "Cars."

1.2 The Schedule shall set forth a brief description of the Cars covered by this Agreement including such facts as: number of cars, car initials and numbers, the AAR or ICC specification, cubic capacity, truck capacity, delivery point, rental, commodity service, term throughout which the Cars shall remain in Lessee's service, and other pertinent information that may be desired by both parties.

Article 2 - Term

2.1 This Agreement shall remain in full force until it shall have been terminated as to all of the Cars as provided herein. The term of this Agreement as to each Car shall begin on the date of delivery to and acceptance by the Lessee and shall terminate fifteen (15) years following the date when all Cars scheduled upon the attachment to this Agreement have been delivered as set forth in Article 3 hereof ("Initial Term").

2.2 If this Agreement has not been earlier terminated and no default has occurred and is continuing, it shall be automatically extended for not more than five consecutive periods of 12 months each (the "Extended Term") with respect to all of the Cars described on each Schedule; provided, however, Lessor or Lessee may terminate this Agreement as to all, but not fewer than all, of the Cars on any such Schedule by written notice delivered to the other not less than 12 months prior to the end of the Initial Term or any Extended Term.

Article 3 - Delivery of Cars

3.1 Lessor shall deliver the Cars as promptly as is reasonably possible. Lessor's obligations with respect to delivery of all or any of the Cars are hereby made expressly subject to, and Lessor shall not be responsible for, failure to deliver or delays in delivering Cars due to labor difficulties, fire, delays and defaults of carriers and material suppliers or car manufacturers, acts of God, governmental acts, regulations

and restrictions or any other causes, casualties or contingencies beyond Lessor's control; provided, however, that in no event shall Lessee be obligated to accept delivery of Cars after May 31, 1978.

3.2 All Cars delivered hereunder shall be in satisfactory condition for movement in the normal interchange of rail traffic and shall otherwise comply with the description and/or specifications contained in the Schedule; but Lessee shall be solely responsible for determining that Cars are in proper condition for loading and shipment. Within 10 days after Lessor shall give Lessee notice that some or all Cars are ready for initial delivery, Lessee may have its authorized representative inspect such Cars at Chicago Heights and accept or reject as to condition. Cars so inspected and accepted and any Cars which Lessee does not elect to inspect shall upon delivery thereof to Lessee as above provided be conclusively deemed to be accepted and subject to this Agreement and to meet all requirements of this Agreement. Upon receipt of the Cars Lessee will deliver to Lessor an Acceptance Certificate in form of Exhibit A.

Article 4 - Use of Cars

4.1 Lessee agrees to use said Cars within the continental limits of the United States and Canada (any use in Canada shall be incidental and temporary) for the transportation of the commodities stated in the Schedules applicable to said Cars;

and that said Cars will at all times be used: (a) in compliance with all lawful acts, rules, regulations and orders; (b) in conformity with the Interchange Rules; (c) in compliance with the terms and provisions of this Lease Agreement; (d) in a careful and prudent manner, solely in the use, service and manner for which they were designed; and (e) only within the continental limits of the United States of America or in Canada. Lessee further agrees that subject to Article 6 upon the expiration or termination of the rental term of the particular Schedule applicable to each Car to cause said Cars to be returned to Lessor at its plant in Chicago Heights, Illinois, in the same, or as good, condition in which they were furnished, except for ordinary wear and tear. Lessee will not in any way alter the physical structure of the Cars without the approval in writing of Lessor.

4.2 Lessee shall give equal preference to Lessor in loading Cars leased from Lessor and similar freight cars leased from other parties or purchased by Lessee but all these shall be given preference in loading over similar freight cars interchanged with railroads; provided, however, if at any time, 15 percent of the Cars are on Lessee's tracks then Lessee shall give preference to Lessor and shall load the Cars leased from Lessor prior to loading substantially similar freight cars leased from other parties or purchased by Lessee subsequent to the date of this Agreement or interchanged with railroads; provided, further, that this Lease shall in no event prevent or

prohibit Lessee from fulfilling its obligations to provide transportation and facilities upon reasonable requests therefor to shippers on its railroad.

Article 5 - Rental

5.1 Lessor shall receive monthly all payments made to Lessee by other railroad companies for their use or handling of the Cars, including but not limited to mileage charges, straight car hire payments and other payments (all of which payments made to Lessor are hereinafter collectively referred to as "Payments") if the Utilization of all of the Cars delivered to Lessee on an aggregate basis for each calendar year shall be equal to or less than 90 percent. For the purpose of this Agreement, Utilization of the Cars shall be determined by a fraction, the numerator of which is the aggregate number of days in each calendar year that Car hire Payments are earned by Lessee on the Cars, commencing from the initial loading, and the denominator of which is the aggregate number of days in each calendar year that the Cars are on lease to Lessee, commencing from the initial loading (such term referred to as "Utilization"). Lessee shall, so long as it is not in default under this Agreement, in no event be required to make any other Payments to Lessor for rental of the Cars except as otherwise may be provided in this Agreement.

5.2 In the event (a) Utilization exceeds 90 percent in any calendar year and (b) the Payments made to Lessor under

Article 5.1 equal or exceed the amount described in Article 5.3 ("Minimum Rental"), then Lessor and Lessee shall share equally in all Payments made by other railroads for use or handling of the Cars in excess of the Minimum Rental.

5.3 The Minimum Rental referred to in Article 5.2 shall be \$475 per Car per month multiplied by 12 months; provided, however, commencing with the thirteenth month of this Lease Agreement, the \$475 per Car per month figure will be increased by \$1.20 per Car per month for each one percent or fraction thereof increase in the AAR rate over the \$25.47 per month rate in effect as of January 1, 1978.

5.4 The rental charges payable to Lessor by Lessee shall be paid from the payments received by Lessee in the following order until Lessor receives the amount due it pursuant to this Article: (a) straight Car hire payments; (b) mileage charges; and (c) other payments. Such rental charges shall not be cumulative from year to year. Lessee shall make such payments to Lessor within 30 days of Lessee's receipt of payments from railroads utilizing the Cars.

5.5 In the event damage or destruction of a Car has been reported in accordance with Rule 7 of the AAR Car Service and Car Hire Agreement Code of Car Service Rules, said damaged or destroyed Car will be removed from the coverage of this Agreement.

5.6 The calculations required by this Article shall be made within three months after the end of each calendar year.

Any amounts payable to the Lessee by Lessor pursuant to this Article shall be paid promptly following such calculation.

5.7 In the event Utilization in any calendar quarter is less than 87.5 percent, Lessor may, at its option, and upon not less than 30 days' prior written notice to Lessee, terminate this Agreement as to such Cars as Lessor shall determine; provided, however, Lessee shall have the option at the Lessee's sole discretion to pay Lessor a sum of money equal to the Payments lost by Lessor as a result of the Cars failing to maintain a Utilization rate of 87.5 percent and Lessor shall after such payment not terminate this Agreement until such time as the Utilization rate at the end of a subsequent quarter is less than 87.5 percent, in which case Lessee shall have the same rights with respect to rental payment in lieu of termination. Days lost due to repair work or other work the cost and expense of which is Lessor's responsibility shall be excluded in determining the Utilization rate by subtracting all such days from the denominator used in any such calculation.

5.8 Rental Payments on any Car out of service for repair work or other work the costs and expense of which is Lessor's responsibility under Article 6 shall abate from the fifth day after Lessor has received notice of the need for repair work or the date a Car is taken out of service by Lessor for preventive maintenance until such Car or replacement Car is delivered to Lessee, to a railroad for the account of Lessee, or is

otherwise ready or is returned to service by Lessee. In the event Payments have abated, then if Lessor so elects and notwithstanding anything contained in Article 2 to the contrary, the term of this Lease, as determined in Article 2, shall be extended for a period of time (but not less than one day) determined by dividing the sum of the number of days per Car with respect to which Payment was so abated by the number of Cars subject to this Lease.

5.9 Lessee shall keep all records pertaining to Car movements. The Lessee shall furnish to the Lessor on a monthly basis all current reports of the movements of said Cars. For the purposes of this Subsection, the Railroad Mileage and Junction Reports received by the Lessee shall be prima facie evidence of the facts therein reported.

Article 6 - Maintenance, Taxes and Insurance

6.1 Except as otherwise provided herein, Lessor will pay all costs, expenses, fees and charges incurred in connection with the use and operation of each of the Cars during its leased term and any extension thereof, including but not limited to repairs, maintenance and servicing, unless the same was occasioned by the fault of Lessee. Lessee shall notify Lessor within three full business days following knowledge of any damage to any of the Cars. Lessor agrees to pay for the maintenance and repair of said Cars to the extent of the requirements of railroad company; provided it has received

notice of the need for repair work as herein provided; but Lessor will not pay for repairs made to said Cars in excess of the AAR Interchange Rules.

6.2 No repairs to any of the Cars shall be made by the Lessee for Lessor's account without Lessor's prior written consent. Upon receipt of notice specifying the location of the Car and its number, extent and nature of the required repair work and estimated cost thereof, Lessor shall thereupon have the option to: (a) require Lessee to promptly deliver the Car to such place as Lessor designates for performance of such Lessor's repair work or to hold same on its line or on its property to permit Lessor to make or have made the required repair work; (b) require that Lessee promptly make or have made the required repair work; or (c) terminate this Lease with respect to such Car and require its return to Lessor if, in Lessor's sole opinion, it deems such repair work to be unsuitable or uneconomical. Lessor may at any time require Lessee to return or hold Cars at specified places for any preventive maintenance it elects to do or have done.

6.3 Lessee will at all times while this Agreement is in effect be responsible for the Cars while on Lessee's railroad tracks in the same manner that Lessee is responsible under Rule 7 of the AAR Car Service and Car Hire Agreement Code of Car Service Rules. Lessee shall protect against the consequences of an event of loss involving the Cars while on

Lessee's railroad tracks by obtaining insurance or maintaining a self-insurance program satisfactory to Lessor. In the event Lessee elects to carry insurance, Lessee shall furnish Lessor concurrently with the execution hereof with certificates of insurance evidencing bodily injury and property damage liability insurance signed by an independent insurance broker with a 30-day written notice of cancellation to Lessor. All insurance shall be taken out in the name of Lessee and Lessor as their respective interests may appear.

6.4 In the event of the loss, destruction or irreparable damage to any of the Cars from any cause whatsoever, except while in possession of Lessor, during the continuance of this Lease, Lessee shall promptly and fully inform the Lessor in regard to such loss, destruction or damage. If any of said Cars are damaged or destroyed on any privately owned track, Lessee shall pay to Lessor the cost of repairing such damage, or replacing such loss or destroyed Cars. In no case shall that amount exceed the depreciated value of such Cars as provided for in the AAR Interchange Rules.

6.5 During the term of this Agreement, the Lessee shall, in addition to the payments provided for in Article 5, pay all sales, use, rental and excise taxes, personal property taxes, assessments and levies made against Lessor or which Lessor shall pay on account of its ownership of the Cars (other than rental income). Lessee will promptly reimburse Lessor for same if paid by the Lessor. The Lessee shall be under no obligation

to pay any such tax so long as it is being contested in good faith and by appropriate administrative or legal proceedings and any expenses incurred by Lessor in which Lessee concurs with respect to contesting the applicability of such sales tax, rental tax or use tax under this Agreement shall be for the account of Lessee.

6.6 Maintenance and replacement of all tie-down equipment is the responsibility of the Lessee.

Article 7 - Substitution and Marking of Cars

7.1 Lessor may, at any time and from time to time, replace any withdrawn Cars or casualty Cars with replacement Cars and such replacement Cars shall be deemed to be subject to all terms and conditions of this Lease as if the same had been originally delivered to Lessee at the time and in the place of Cars for which they are substituted. The parties shall execute amendments to this Lease and such other or further documents as may be required by either party to evidence the withdrawal from and termination of this Lease with respect to withdrawn or casualty Cars, or to include any replacement Cars within the terms and provisions of this Lease and any other document under which Lessor has assigned its rights hereunder.

7.2 Lessor shall plainly, permanently stencil the ownership legend on each new Car in letters not less than one inch in height, as specified in the attached schedule, and immediately replace any said stenciling which becomes illegible,

wholly or in part. Should changes or additions be required in the foregoing legend, Lessee shall make such changes or additions, and the expense thereof shall be borne by the Lessor. The Lessee shall keep the Cars free from any marking which might be interpreted as a claim of ownership thereof by anyone other than the Lessor; and will not change, or permit to be changed, the identifying road numbers.

7.3 Lessee represents and warrants that it will not alter the markings and identifications on the Cars during the term of this Agreement. Lessee will use its best efforts to keep the Cars marked, provided Lessor provides Lessee with stencils.

7.4 Lessee shall, upon request of Lessor, but no more than once every year, furnish to Lessor its certified inventory of all Cars then covered by this Lease. Lessee shall allow the Lessor at its own cost and expense to inspect the Cars at any reasonable time or times.

Article 8 - Termination and Return of Cars

8.1 On the expiration or upon the termination of this Lease with respect to any Car, Lessee shall at its sole cost and expense forthwith surrender possession of such Car to Lessor by delivering same to Lessor at such car shop, storage or terminal facility as it may designate by notice to Lessee. Each Car so surrendered shall be complete with all devices, appliances, appurtenances and parts with which the Cars were initially equipped, in the same or as good condition, order and

repair as when delivered to Lessee, wear and tear from ordinary use in the passage of time excepted, and shall be in no need of repair work or other work or materials for which Lessee is liable under Article 6.3. Until the delivery of possession to Lessor pursuant to this Article, Lessor shall continue to be entitled to the Payments provided for by Article 5 and Lessee shall, in addition, keep all obligations and undertakings required of Lessee under any and all provisions of this Lease as though such termination or expiration had not occurred. If Lessor shall so request by notice delivered prior to surrender of possession of any Car, Lessee shall provide suitable storage for such Car for a period of 90 days from the date of expiration or termination and inform Lessor of the place of storage and reported number of Cars they have stored. Delivery and storage shall constitute delivery of possession for the purposes of this Article and such storage shall be at the risk of Lessor. Upon termination of the storage period on request of Lessor prior thereto, Lessee shall cause the Car to be transported to Lessor as above provided.

8.2 Lessor may, at its option, terminate this Agreement if the Interstate Commerce Commission shall, at any time, issue an order reducing car hire rates. Lessor or Lessee may, at its option, terminate this Agreement if the Interstate Commerce Commission shall determine that Lessee may not apply its car hire receipts in payment of the rental provided for in Article 5. Lessee may, in any event, terminate this Agreement

if for any reason governmental regulations prohibit the Lessee from making the Payments described in Article 5.

8.3 Subsequent to the initial loading, if any Cars remain on Lessee's railroad tracks for more than seven consecutive days, Lessor may, at its option and upon not less than 24 hours' prior written notice, terminate this Agreement as to such Car and withdraw such Car from Lessee's railroad tracks. If any such Car remains on Lessee's railroad tracks more than seven consecutive days because Lessee has not given preference to the Cars as specified in Article 4.2, Lessee shall be liable for and remit to Lessor an amount equal to the Car hire Payments Lessee would have earned if such Cars were in the physical possession and use of another railroad for the entire period.

8.4 If Lessee gives Lessor notice of strike at their loading points, this Agreement shall not be terminated unless the Utilization rate computed for a three-month period commencing one month after the strike occurs shall be less than 87.5 percent and the Lessee does not choose to exercise its option as provided in Article 5.7, provided that Lessee will use its best efforts to obtain maximum Utilization during the period of any such strike. In computing such Utilization rate Lessor may terminate this Agreement after giving the Lessee the right to exercise its option under Article 5.7 if at any time following the strike date until the strike terminates the number of days that the Cars have not earned Car hire is such

as to make it mathematically certain that Utilization cannot be equal to or greater than 87.5 percent.

Article 9 - Indemnification

9.1 Lessee agrees to indemnify Lessor and hold it harmless from any loss, expense or liability which Lessor may suffer or incur from any charge, claim, proceeding, suit or other event which in any manner or from any cause arises in connection with the use, possession or operation of a Car while subject to this Lease and without regard as to how such charge, claim, proceeding, suit or other event arose, including without limiting the generality of the foregoing, whether it arises from latent or other defects which may or may not have been discoverable by Lessor, excepting only any such loss, expense or liability which arises as to a Car in Lessor's shop or possession. Lessee's indemnity shall not eliminate the specific rights given Lessee under any manufacturer's warranty assigned to it pursuant to Article 10 or any other right which may be provided by law.

9.2 Lessor agrees to indemnify Lessee and save it harmless against any charge, loss claim, suit expense or liability arising out of any invention or the infringement of any patents. This indemnification includes repairs to Cars.

9.3 The indemnities and assumptions of liability herein contained shall survive the termination of this Lease. Each

party shall, upon learning of any matters subject to indemnification hereunder, give the other prompt notice of any claim or any liability hereby indemnified against.

Article 10 - Warranty

Lessor makes no warranty or representation of any kind, either express or implied, as to any matter whatsoever, including specifically but not exclusively, merchantability or fitness for a particular purpose extending beyond the descriptions in the Schedule or the design, workmanship, condition or quality of the Cars or parts thereof which Cars have been accepted by Lessee hereunder; and Lessor shall have no liability hereunder for damages of any kind, including specifically but not exclusively, special, indirect, incidental or consequential damages on account of any matter arising from, out of, in connection with or related to a breach of warranty or representation. Lessor agrees to assign to Lessee such rights as it may have under warranties, if any, which it may have received from the manufacturer of any Cars or parts thereof and shall at Lessee's expense cooperate with Lessee and take such action as may reasonably be requested to enable Lessee to enforce such rights.

Article 11 - Liens

Lessee shall keep the Cars free from any and all encumbrances or liens in favor of anyone claiming by, through or

under Lessee, which may be a cloud upon or otherwise effect Lessor's title, including, but not limited to, liens or encumbrances which arise out of any suit involving Lessee, or any act, omission or failure of Lessee or Lessee's failure to comply with the provisions of this Lease, and Lessee shall promptly discharge any such lien, encumbrance or legal process.

Article 12 - Assignments and Subleases

12.1 Lessee will not sublease said Cars or assign any of its rights hereunder without the written consent of the Lessor; provided, however, Lessee may sublease said Cars or assign its rights hereunder to any common carrier railroad subject to the Interstate Commerce Commission's jurisdiction which is owned by the shareholders of Lessee. Lessee, in such event, will remain liable under this Lease.

12.2 All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of in all or in part without notice to Lessee. This Lease and Lessee's rights hereunder are and shall be subject and subordinate to any chattel mortgage, security agreement or equipment trust or other security instrument covering the Cars heretofore or hereafter created by Lessor, provided only that so long as the Lessee is not in default under the Lease, the Cars shall not be repossessed. If Lessor shall have given written notice to Lessee stating the identity and post office address of any assignee entitled to receive future Payments and any other sums

payable by Lessee hereunder, Lessee shall make such Payments to the designated assignee, when required.

Article 13 - Default

13.1 Upon the happening of any of the events set forth in Article 13.2, the Lessor may take possession of the Cars and any accessions and, at the election of the Lessor, either:

(a) Declare the Agreement terminated, in which event all rights of the parties hereunder shall cease except only the obligation of the Lessee to pay accrued Payments to the date of retaking, or

(b) Relet the Cars as agents of the Lessee, apply the proceeds of such reletting first to the expenses that may be incurred in the retaking and delivery of the Cars to the new Lessee, then to the payment of the rent due under this Lease, and the Lessee shall remain liable for any rents remaining due after so applying the proceeds so realized.

13.2 The occurrence of any of the following events shall be an event of default:

(a) Nonpayment by the Lessee of any sum required herein to be paid by Lessee within 30 days after the date any such payment is due; or

(b) Failure of the Lessee to comply with, or perform, any of the other terms and conditions of this Agreement within 30 days after receipt of written notice from the Lessor demanding compliance therewith and performance thereof.

Article 14 - Miscellaneous

14.1 Lessor intends to cause this Lease to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20(c) of the Interstate Commerce Act. The Lessee shall from time to time do and perform any other act, and execute, acknowledge, deliver, file, register and record any and all further instruments required by law, or requested by Lessor, for the purpose of protecting its title and rights, or for the purpose of carrying out the intention of this Agreement, and the Lessee will promptly furnish to Lessor certificates or other evidences required for such filing, registering and recording in form satisfactory to Lessor. The Lessor shall promptly reimburse Lessee for any out-of-pocket expenses it may so incur.

14.2 The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Illinois in which state it has been executed and delivered.

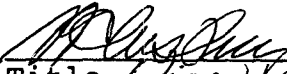
14.3 It is understood and agreed that all understandings and agreements heretofore reached between the parties hereto are merged in this Agreement which alone fully and completely expresses their agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers and duly attested as of the date and year first above written.


TRANSPORTATION CORPORATION
OF AMERICA

MISSISSIPPI AND SKUNA VALLEY
RAILROAD COMPANY

By


Title Vice President

By


Title PRESIDENT
J. C. Jessup, Jr.

TRANSPORTATION CORPORATION OF AMERICA
SCHEDULE NO. 1
TO TCA LEASE NO. dated

CAR INITIAL AND
NUMBERS:

MSV 300 TO 324
both inclusive

CAR OWNERS MARKS:

LEASED FROM TRANSPORTATION CORPOR-
ATION OF AMERICA AS OWNER AND LESSOR,
AND SUBJECT TO A SECURITY INTEREST
IN FAVOR OF A THIRD PARTY CREDITOR
RECORDED WITH THE INTERSTATE COMMERCE
COMMISSION.

CLASS OF CAR:

61'1-1/2" Bulkhead Flat Cars

NUMBER OF CARS:

25

TRUCK CAPACITY:

100-Ton

DELIVERY PERIOD:

First Quarter, 1978

DELIVERY POINT:

Chicago Heights, Illinois

COMMODITY SERVICE:

Forest Products

EXHIBIT A

Lease dated January 20, 1978, BY AND BETWEEN TRANSPORTATION CORPORATION OF AMERICA (Lessor) and MISSISSIPPI AND SKUNA VALLEY RAILROAD COMPANY (Lessee)

CERTIFICATE OF ACCEPTANCE

_____, 19__

Transportation Corporation of America
P.O. Box 218
Chicago Heights, Illinois 60411

Gentlemen:

The undersigned, being a duly authorized agent of Lessee, hereby certifies that he has received position of _____
(_____) Cars bearing numbers as follows:

and hereby accepts such Cars for the Lessee pursuant to the Lease; that each of said Cars is plainly marked in stencil on both sides of each Car with the words:

LEASED FROM TRANSPORTATION CORPORATION OF AMERICA AS
OWNER AND LESSOR, AND SUBJECT TO A SECURITY INTEREST
IN FAVOR OF A THIRD PARTY CREDITOR RECORDED WITH THE
INTERSTATE COMMERCE COMMISSION.

in readily visible letters not less than one inch (1") in height; and that each of said Cars conforms to, and fully complies with the terms of said Lease and is in condition satisfactory to the Lessee.

Lessee